

1 E. MARTIN ESTRADA
United States Attorney
2 MACK JENKINS
Assistant United States Attorney
3 Chief, Criminal Division
LISA J LINDHORST (Cal. Bar No. 305399)
4 Assistant United States Attorney
General Crimes Section
5 United States Courthouse
312 North Spring Street
6 Los Angeles, California 90012
Telephone: (213) 247-1664
7 E-mail: Lisa.Lindhorst@usdoj.gov

8 Attorneys for Plaintiff
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 LEONEL ADAIR ADAME, et al.,

16 Defendants.

No. 23 CR 244-PA-2

PLEA AGREEMENT FOR DEFENDANT
LEONEL ADAIR ADAME

17
18 1. This constitutes the plea agreement between Leonel Adair
19 Adame ("defendant") and the United States Attorney's Office for the
20 Central District of California (the "USAO") in the above-captioned
21 case. This agreement is limited to the USAO and cannot bind any
22 other federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to Count Two of the
28 indictment in United States v. Leonel Adair Adame, et al., CR No. 23-

1 244-PA-2, which charges defendant with Conspiracy to Distribute
2 Controlled Substances, in violation of 21 U.S.C. § 846.

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered
7 for service of sentence, obey all conditions of any bond, and obey
8 any other ongoing court order in this matter.

9 e. Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
12 within the scope of this agreement.

13 f. Be truthful at all times with the United States
14 Probation and Pretrial Services Office and the Court.

15 g. Pay the applicable special assessment at or before the
16 time of sentencing unless defendant has demonstrated a lack of
17 ability to pay such assessments.

18 3. Defendant further agrees:

19 a. To forfeit all right, title, and interest in and to
20 any and all monies, properties, and/or assets of any kind, derived
21 from or acquired as a result of, or used to facilitate the commission
22 of, or involved in the illegal activity to which defendant is
23 pleading guilty.

24 b. To the Court's entry of an order of forfeiture at or
25 before sentencing with respect to the Forfeitable Property and to the
26 forfeiture of the assets.

27 c. That the Preliminary Order of Forfeiture shall become
28 final as to the defendant upon entry.

1 d. To take whatever steps are necessary to pass to the
2 United States clear title to the Forfeitable Property, including,
3 without limitation, the execution of a consent decree of forfeiture
4 and the completing of any other legal documents required for the
5 transfer of title to the United States.

6 e. Not to contest any administrative forfeiture
7 proceedings or civil judicial proceedings commenced against the
8 Forfeitable Property. If defendant submitted a claim and/or petition
9 for remission for all or part of the Forfeitable Property on behalf
10 of himself or any other individual or entity, defendant shall and
11 hereby does withdraw any such claims or petitions, and further agrees
12 to waive any right he may have to seek remission or mitigation of the
13 forfeiture of the Forfeitable Property. Defendant further waives any
14 and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

15 f. Not to assist any other individual in any effort
16 falsely to contest the forfeiture of the Forfeitable Property.

17 g. Not to claim that reasonable cause to seize the
18 Forfeitable Property was lacking.

19 h. To prevent the transfer, sale, destruction, or loss of
20 the Forfeitable Property to the extent defendant has the ability to
21 do so.

22 i. To fill out and deliver to the USAO a completed
23 financial statement listing defendant's assets on a form provided by
24 the USAO.

25 j. That forfeiture of Forfeitable Property shall not be
26 counted toward satisfaction of any special assessment, fine,
27 restitution, costs, or other penalty the Court may impose.
28

1 k. With respect to any criminal forfeiture ordered as a
2 result of this plea agreement, defendant waives: (1) the requirements
3 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
4 notice of the forfeiture in the charging instrument, announcements of
5 the forfeiture at sentencing, and incorporation of the forfeiture in
6 the judgment; (2) all constitutional and statutory challenges to the
7 forfeiture (including by direct appeal, habeas corpus or any other
8 means); and (3) all constitutional, legal, and equitable defenses to
9 the forfeiture of the Forfeitable Property in any proceeding on any
10 grounds including, without limitation, that the forfeiture
11 constitutes an excessive fine or punishment. Defendant acknowledges
12 that the forfeiture of the Forfeitable Property is part of the
13 sentence that may be imposed in this case and waives any failure by
14 the Court to advise defendant of this, pursuant to Federal Rule of
15 Criminal Procedure 11(b)(1)(J), at the time the Court accepts
16 defendant's guilty plea.

17 THE USAO'S OBLIGATIONS

18 4. The USAO agrees to:
19 a. Not contest facts agreed to in this agreement.
20 b. Abide by all agreements regarding sentencing contained
21 in this agreement.
22 c. At the time of sentencing, move to dismiss the
23 remaining counts of the indictment as against defendant. Defendant
24 agrees, however, that at the time of sentencing the Court may
25 consider any dismissed charges in determining the applicable
26 Sentencing Guidelines range, the propriety and extent of any
27 departure from that range, and the sentence to be imposed.

1 d. At the time of sentencing, provided that defendant
2 demonstrates an acceptance of responsibility for the offense up to
3 and including the time of sentencing, recommend a two-level reduction
4 in the applicable Sentencing Guidelines offense level, pursuant to
5 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
6 additional one-level reduction if available under that section.

7 e. Recommend that defendant be sentenced to a term of
8 imprisonment no higher than the low end of the applicable Sentencing
9 Guidelines range, provided that the offense level used by the Court
10 to determine that range is 29 or higher and provided that the Court
11 does not depart downward in offense level or criminal history
12 category, and subject to any applicable mandatory minimum. For
13 purposes of this agreement, the low end of the Sentencing Guidelines
14 range is that defined by the Sentencing Table in U.S.S.G. Chapter 5,
15 Part A.

16 NATURE OF THE OFFENSE

17 5. Defendant understands that for defendant to be guilty of
18 the crime charged in Count Two, that is, Conspiracy to Distribute
19 Controlled Substances, in violation of Title 21, United States Code,
20 Sections 846, the following must be true: (1) there was an agreement
21 between two or more persons to distribute controlled substances; and
22 (2) defendant joined in the agreement knowing of its purpose and
23 intending to help accomplish that purpose.

24 6. Defendant understands that for defendant to be subject to
25 the statutory maximum and statutory minimum sentences set forth
26 below, the government must prove beyond a reasonable doubt that the
27 conspiracy in which defendant participated involved (1) at least 5
28 grams of actual methamphetamine or (2) at least 40 grams of fentanyl.

1 Defendant admits that defendant, in fact, conspired to distribute at
2 least 40 grams of fentanyl.

3 7. Defendant further understands that the law may require the
4 government to prove beyond a reasonable doubt that the type and
5 quantity of the charged controlled substance(s) fell within the scope
6 of defendant's agreement and were reasonably foreseeable to
7 defendant. Defendant admits that the distribution and possession
8 with intent to distribute at least 40 grams of fentanyl fell within
9 the scope of defendant's agreement and were reasonably foreseeable to
10 him.

11 PENALTIES

12 8. Defendant understands that the statutory maximum sentence
13 that the Court can impose for a violation of Title 21, United States
14 Code, Sections 846, pursuant to 21 U.S.C. § 841(b)(1)(A),
15 (b)(1)(B)(vi), is: 40 years' imprisonment; a lifetime period of
16 supervised release; a fine of \$5,000,000 or twice the gross gain or
17 gross loss resulting from the offense, whichever is greatest; and a
18 mandatory special assessment of \$100.

19 9. Defendant understands that the statutory mandatory minimum
20 sentence that the Court must impose on Count Two is: 5 years'
21 imprisonment, followed by a four-year period of supervised release,
22 and a mandatory special assessment of \$100.

23 10. Defendant understands that under 21 U.S.C. § 862a,
24 defendant will not be eligible for assistance under state programs
25 funded under the Social Security Act or Federal Food Stamp Act or for
26 federal food stamp program benefits, and that any such benefits or
27 assistance received by defendant's family members will be reduced to
28 reflect defendant's ineligibility.

1 11. Defendant understands that supervised release is a period
2 of time following imprisonment during which defendant will be subject
3 to various restrictions and requirements. Defendant understands that
4 if defendant violates one or more of the conditions of any supervised
5 release imposed, defendant may be returned to prison for all or part
6 of the term of supervised release authorized by statute for the
7 offense that resulted in the term of supervised release.

8 12. Defendant understands that, by pleading guilty, defendant
9 may be giving up valuable government benefits and valuable civic
10 rights, such as the right to vote, the right to possess a firearm,
11 the right to hold office, and the right to serve on a jury.
12 Defendant understands that he is pleading guilty to a felony and that
13 it is a federal crime for a convicted felon to possess a firearm or
14 ammunition. Defendant understands that the conviction in this case
15 may also subject defendant to various other collateral consequences,
16 including but not limited to revocation of probation, parole, or
17 supervised release in another case and suspension or revocation of a
18 professional license. Defendant understands that unanticipated
19 collateral consequences will not serve as grounds to withdraw
20 defendant's guilty plea.

21 13. Defendant and his counsel have discussed the fact that, and
22 defendant understands that, if defendant is not a United States
23 citizen, the conviction in this case makes it practically inevitable
24 and a virtual certainty that defendant will be removed or deported
25 from the United States. Defendant may also be denied United States
26 citizenship and admission to the United States in the future.
27 Defendant understands that while there may be arguments that
28 defendant can raise in immigration proceedings to avoid or delay

1 removal, removal is presumptively mandatory and a virtual certainty
2 in this case. Defendant further understands that removal and
3 immigration consequences are the subject of a separate proceeding and
4 that no one, including his attorney or the Court, can predict to an
5 absolute certainty the effect of his conviction on his immigration
6 status. Defendant nevertheless affirms that he wants to plead guilty
7 regardless of any immigration consequences that his plea may entail,
8 even if the consequence is automatic removal from the United States.

9 FACTUAL BASIS

10 14. Defendant admits that defendant is, in fact, guilty of the
11 offense to which defendant is agreeing to plead guilty. Defendant
12 and the USAO agree to the statement of facts provided below and agree
13 that this statement of facts is sufficient to support a plea of
14 guilty to the charge described in this agreement and to establish the
15 Sentencing Guidelines factors set forth in paragraph 16 below but is
16 not meant to be a complete recitation of all facts relevant to the
17 underlying criminal conduct or all facts known to either party that
18 relate to that conduct.

19 Beginning on a date unknown but no later than June 1, 2022, and
20 continuing to on or about October 25, 2022, in Riverside County and
21 elsewhere, within the Central District of California, co-defendant
22 LEONEL ADAIR ADAME, also known as "glizzy41," and CAMERON DESEAN
23 HULL, also known as "bagschasn_cam42," and others known and unknown
24 to the government, conspired with each other and joined in that
25 agreement knowing of its purpose and intending to help accomplish
26 that purpose. That is, defendant knowingly conspired to distribute
27 at least 40 grams of fentanyl.
28

1 To accomplish the goal of this conspiracy, ADAME and HULL would
2 advertise and accept orders for controlled substances, including
3 pills resembling "M30" oxycodone pills containing fentanyl ("fentanyl
4 pills"), through Instagram. Defendants ADAME and HULL would obtain
5 controlled substances from known and unknown sources of supply for
6 distribution to customers and then defendants ADAME and HULL would
7 distribute controlled substances to customers.

8 In furtherance of the conspiracy and to accomplish its objects,
9 defendants ADAME and HULL, and others, committed various overt acts
10 within the Central District of California, and elsewhere, including,
11 but not limited to, the following:

12 On June 1, 2022, after selling a firearm to an undercover agent
13 with the United States Bureau of Alcohol, Tobacco, Firearms, and
14 Explosives (the "UC") who pretended to be a firearm and controlled
15 substance purchaser, defendant ADAME discussed selling
16 methamphetamine to the UC. Two weeks later, ADAME sold the UC a Colt
17 Model 1911 .45 caliber pistol bearing serial number 371127 and then
18 both HULL and ADAME sold the UC approximately 3.445 grams of a
19 substance containing fentanyl. On that same day, defendants ADAME and
20 HULL discussed future drug transactions with the UC. The following
21 week, defendant HULL met with the UC and sold the UC approximately
22 98.1 grams of a substance containing fentanyl.

23 Then on August 23, 2022, defendants ADAME and HULL both met with
24 the UC and sold the UC approximately 77 grams of a substance
25 containing fentanyl.

26 Defendant ADAME knew, and it was reasonably foreseeable to him,
27 that this conspiracy involved an agreement to distribute at least 40
28 grams of fentanyl.

SENTENCING FACTORS

15. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate between the mandatory minimum and up to the maximum set by statute for the crime of conviction.

16. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	At least 26	U.S.S.G. §§ 2D1.1(a)(5), (c)(7)
Possession of Dangerous Weapon:	+2	U.S.S.G. § 2D1.1(b)(1)

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate. Further, the USAO reserves the right to argue for, and the defendant reserves the right to argue against, the application of a higher base offense level. Specifically, the government will argue that the appropriate base offense level in this case is 30, pursuant to U.S.S.G. §§ 2D1.1(a)(5), (c)(5), on the grounds that it was reasonably foreseeable to defendant that the conspiracy in which defendant

1 participated also involved approximately 45 grams of methamphetamine.
2 Defendant will argue that the appropriate base offense level is 26,
3 U.S.S.G. §§ 2D1.1(a)(5), (c)(7), on the grounds that it was not
4 reasonably foreseeable to defendant that the conspiracy in which
5 defendant participated also involved approximately 45 grams of
6 methamphetamine.

7 17. Defendant understands that there is no agreement as to
8 defendant's criminal history or criminal history category.

9 18. Defendant and the USAO reserve the right to argue for a
10 sentence outside the sentencing range established by the Sentencing
11 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
12 (a)(2), (a)(3), (a)(6), and (a)(7).

13 WAIVER OF CONSTITUTIONAL RIGHTS

14 19. Defendant understands that by pleading guilty, defendant
15 gives up the following rights:

- 16 a. The right to persist in a plea of not guilty.
17 b. The right to a speedy and public trial by jury.
18 c. The right to be represented by counsel -- and if
19 necessary have the Court appoint counsel -- at trial. Defendant
20 understands, however, that, defendant retains the right to be
21 represented by counsel -- and if necessary, have the Court appoint
22 counsel -- at every other stage of the proceeding.
23 d. The right to be presumed innocent and to have the
24 burden of proof placed on the government to prove defendant guilty
25 beyond a reasonable doubt.
26 e. The right to confront and cross-examine witnesses
27 against defendant.
28

1 f. The right to testify and to present evidence in
2 opposition to the charges, including the right to compel the
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if
5 defendant chose not to testify or present evidence, to have that
6 choice not be used against defendant.

7 h. Any and all rights to pursue any affirmative defenses,
8 Fourth Amendment or Fifth Amendment claims, and other pretrial
9 motions that have been filed or could be filed.

10 WAIVER OF APPEAL OF CONVICTION

11 20. Defendant understands that, with the exception of an appeal
12 based on a claim that defendant's guilty plea was involuntary, by
13 pleading guilty, defendant is waiving and giving up any right to
14 appeal defendant's conviction on the offense to which defendant is
15 pleading guilty. Defendant understands that this waiver includes,
16 but is not limited to, arguments that the statute to which defendant
17 is pleading guilty is unconstitutional, and any and all claims that
18 the statement of facts provided herein is insufficient to support
19 defendant's plea of guilty.

20 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

21 21. Defendant agrees that, subject to any mandatory minimum,
22 provided the Court imposes a total term of imprisonment within or
23 below the range corresponding to an offense level of 29 and the
24 criminal history category calculated by the Court, defendant gives up
25 the right to appeal all of the following: (a) the procedures and
26 calculations used to determine and impose any portion of the
27 sentence; (b) the term of imprisonment imposed by the Court; (c) the
28 fine imposed by the Court, provided it is within the statutory

1 maximum; (d) to the extent permitted by law, the constitutionality or
2 legality of defendant's sentence, provided it is within the statutory
3 maximum; (e) the term of probation or supervised release imposed by
4 the Court, provided it is within the statutory maximum; and (f) any
5 of the following conditions of probation or supervised release
6 imposed by the Court: the conditions set forth in Second Amended
7 General Order 20-04 of this Court; the drug testing conditions
8 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
9 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

10 22. The USAO agrees that, provided (a) all portions of the
11 sentence are at or above the statutory minimum and at or below the
12 statutory maximum specified above, and (b) the Court imposes a term
13 of imprisonment within or above the range corresponding to an offense
14 level of 29 and the criminal history category calculated by the Court,
15 the USAO gives up its right to appeal any portion of the sentence.

16 WAIVER OF COLLATERAL ATTACK

17 23. Defendant gives up any right to bring a post-conviction
18 collateral attack on the conviction or sentence, except a post-
19 conviction collateral attack based on a claim of ineffective
20 assistance of counsel, a claim of newly discovered evidence, or an
21 explicitly retroactive change in the applicable Sentencing
22 Guidelines, sentencing statutes, or statutes of conviction.

23 RESULT OF WITHDRAWAL OF GUILTY PLEA

24 24. Defendant agrees that if, after entering a guilty plea
25 pursuant to this agreement, defendant seeks to withdraw and succeeds
26 in withdrawing defendant's guilty plea on any basis other than a
27 claim and finding that entry into this plea agreement was
28 involuntary, then (a) the USAO will be relieved of all of its

1 obligations under this agreement; and (b) should the USAO choose to
2 pursue any charge that was either dismissed or not filed as a result
3 of this agreement, then (i) any applicable statute of limitations
4 will be tolled between the date of defendant's signing of this
5 agreement and the filing commencing any such action; and
6 (ii) defendant waives and gives up all defenses based on the statute
7 of limitations, any claim of pre-indictment delay, or any speedy
8 trial claim with respect to any such action, except to the extent
9 that such defenses existed as of the date of defendant's signing this
10 agreement.

11 EFFECTIVE DATE OF AGREEMENT

12 25. This agreement is effective upon signature and execution of
13 all required certifications by defendant, defendant's counsel, and an
14 Assistant United States Attorney.

15 BREACH OF AGREEMENT

16 26. Defendant agrees that if defendant, at any time after the
17 signature of this agreement and execution of all required
18 certifications by defendant, defendant's counsel, and an Assistant
19 United States Attorney, knowingly violates or fails to perform any of
20 defendant's obligations under this agreement ("a breach"), the USAO
21 may declare this agreement breached. All of defendant's obligations
22 are material, a single breach of this agreement is sufficient for the
23 USAO to declare a breach, and defendant shall not be deemed to have
24 cured a breach without the express agreement of the USAO in writing.
25 If the USAO declares this agreement breached, and the Court finds
26 such a breach to have occurred, then: (a) if defendant has previously
27 entered a guilty plea pursuant to this agreement, defendant will not
28

1 be able to withdraw the guilty plea, and (b) the USAO will be
2 relieved of all its obligations under this agreement.

3 27. Following the Court's finding of a knowing breach of this
4 agreement by defendant, should the USAO choose to pursue any charge
5 that was dismissed as a result of this agreement, then:

6 a. Defendant agrees that any applicable statute of
7 limitations is tolled between the date of defendant's signing of this
8 agreement and the filing commencing any such action.

9 b. Defendant waives and gives up all defenses based on
10 the statute of limitations, any claim of pre-indictment delay, or any
11 speedy trial claim with respect to any such action, except to the
12 extent that such defenses existed as of the date of defendant's
13 signing this agreement.

14 c. Defendant agrees that: (i) any statements made by
15 defendant, under oath, at the guilty plea hearing (if such a hearing
16 occurred prior to the breach); (ii) the agreed to factual basis
17 statement in this agreement; and (iii) any evidence derived from such
18 statements, shall be admissible against defendant in any such action
19 against defendant, and defendant waives and gives up any claim under
20 the United States Constitution, any statute, Rule 410 of the Federal
21 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
22 Procedure, or any other federal rule, that the statements or any
23 evidence derived from the statements should be suppressed or are
24 inadmissible.

25 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

26 28. Defendant agrees that if the count of conviction is
27 vacated, reversed, or set aside, both the USAO and defendant will be
28 released from all their obligations under this agreement.

COURT AND UNITED STATES PROBATIONAND PRETRIAL SERVICES OFFICE NOT PARTIES

29. Defendant understands that the Court and the United States Probation and Pretrial Services Office are not parties to this agreement and need not accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

30. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation and Pretrial Services Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations and determination of sentence, and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations and the sentence it chooses to impose are not error, although each party agrees to maintain its view that the calculations in paragraph 16 are consistent with the facts of this case. While this paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation and Pretrial Services Office and the Court, even if that factual information may be viewed as inconsistent with the facts agreed to in this agreement, this paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed to in this agreement.

31. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty plea, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant
2 understands that no one -- not the prosecutor, defendant's attorney,
3 or the Court -- can make a binding prediction or promise regarding
4 the sentence defendant will receive, except that it will be between
5 the statutory mandatory minimum and within the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 32. Defendant understands that, except as set forth herein,
8 there are no promises, understandings, or agreements between the USAO
9 and defendant or defendant's attorney, and that no additional
10 promise, understanding, or agreement may be entered into unless in a
11 writing signed by all parties or on the record in court.

12 //

13 //


PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

33. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney



LISA J. LINDHORST
Assistant United States Attorneys

5.20.24


Date



LEONEL ADAIR ADAME
Defendant

5/17/24

Date




KATE MORRIS
Attorney for Defendant
LEONEL ADAIR ADAME

5/17/24

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.


LEONEL ADAIR ADAME
Defendant

5/17/24
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am LEONEL ADAIR ADAME's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

1 provisions, and of the consequences of entering into this agreement.
2 To my knowledge: no promises, inducements, or representations of any
3 kind have been made to my client other than those contained in this
4 agreement; no one has threatened or forced my client in any way to
5 enter into this agreement; my client's decision to enter into this
6 agreement is an informed and voluntary one; and the factual basis set
7 forth in this agreement is sufficient to support my client's entry of
8 a guilty plea pursuant to this agreement.

9 
10 KATE MORRIS
11 Attorney for Defendant
LEONEL ADAIR ADAME

5/17/2024
Date